

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ANDERSON DIVISION

State Farm Fire and Casualty Company, ) Case No.:  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 James Allen Busby, Senior, Mark Busby, )  
 Christopher Busby, Tri-County Homes, )  
 Inc., Cindy Dorman, and the estate of )  
 Elaine Mauldin of which Mark Busby is )  
 Personal Representative, )  
 )  
 Defendants.

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**COMPLAINT FOR INTERPLEADER**

The plaintiff State Farm Fire and Casualty Company ("State Farm"), states the following as its complaint for Interpleader pursuant to Rule 22 of the Federal Rules of Civil Procedure:

**NATURE OF THE CASE**

1. State Farm files this action seeking an order allowing it to pay the proceeds of a policy with policy number 40-CY-H555-5, a copy of which is attached as **Exhibit 1**, insuring a structure at 398 Plantation Rd. in Anderson, SC which upon information and belief was damaged by fire on or about September 3, 2022. State Farm seeks to pay the proceeds of what is owed for damage to the insured structure into the registry of the court because of competing and conflicting claims upon such proceeds by the defendants.

2. State Farm further requests following its payment into this court discharge from any and all liability under the policy and that an injunction be issued preventing further suits against it related to the policy or the claim.

**PARTIES**

3. State Farm is an insurance company organized and existing under the laws of Illinois and maintains its principal place of business in Bloomington, Illinois.

4. Upon information and belief, James Alan Busby, Senior is a former resident of Anderson County, South Carolina and is presently incarcerated at Kirkland Correctional Institute in Columbia, South Carolina.

5. Upon information and belief, Mark Busby is a citizen and resident of Anderson County, South Carolina.

6. Upon information and belief, Christopher Busby is a citizen and resident of Abbeville, South Carolina.

7. Upon information and belief, Tri-County Homes is a South Carolina corporation with a place of business in Anderson, South Carolina.

8. Upon information and belief, Cindy Dorman is a citizen and resident of Belton, South Carolina.

9. Upon information and belief, the estate of Elaine Mauldin is pending in the probate court of Anderson County, South Carolina and Mark Busby is the Personal Representative of that estate.

**JURISDICTION AND VENUE**

10. This court has subject matter over this action pursuant to 28 U.S.C. section 1332 because there is complete diversity of citizenship between State Farm and the defendants and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

11. This court has personal jurisdiction over the defendants who are all residents and citizens of South Carolina.

12. Venue in this district is proper under 28 U.S.C section 1391(b) because the defendants reside in this district.

### **FACTUAL ALLEGATIONS**

13. On July 16, 2022, James Busby applied for a homeowners policy with State Farm and on that date State Farm issued a policy in response to his application.

14. The policy insured a structure and contents at 398 Plantation Rd., Anderson, SC.

15. While this policy was in force a fire occurred at the insured structure which damaged the structure and contents within the structure.

16. The fire occurred on or about September 3, 2022, and on or about September 30, 2022, a claim was submitted by Brandy Busby, the sister-in-law of James Busby. This claim was submitted on behalf of James Busby.

17. State Farm has investigated the claim and during the course of its investigation it has received from Cindy Dorman a power of attorney in favor of Cindy Dorman supposedly signed by James Busby.

18. Brandy Busby has stated to State Farm that the power of attorney in favor of Cindy Dorman is not valid.

19. State Farm is also informed and believes that at the time of the fire the insured structure was owned by the estate of Elaine Mauldin, James Busby, Mark Busby and Christopher Busby, all of whom may have had either an ownership interest or an insurable interest in the property.

20. State Farm is also informed and believes Tri-County Homes has some ownership interest in the land on which the structure is located and in the structure itself and it claims some interest in any insurance proceeds owed under the contract of insurance.

21. State Farm is uncertain which of the various defendants are owed the insurance proceeds, and as a result State Farm is or may be exposed to multiple or inconsistent claims for the insurance proceeds.

22. The amount of coverage on the structure was \$227,000 and State Farm admits its liability in this amount in addition to applicable lawful interest, an amount State Farm is ready, able and willing to pay to the person or persons lawfully entitled to these proceeds.

23. With the filing of this complaint for interpleader, State Farm seeks leave of court to deposit with the registry of this Court the sum of \$227,000 plus applicable interest at the time of deposit, less any deduction for reasonable attorneys fees and costs allowed by this court.

24. State Farm further alleges that, in justice and equity it should not be compelled to become involved in the dispute between the various defendants and, instead, the defendants should be ordered to litigate between themselves their entitlement to the insurance proceeds without further involving State Farm as a party to this litigation.

25. State Farm further pleads entitlement to an award from the policy proceeds for reasonable attorneys fees and costs incurred in bringing this action for interpleader.

WHEREFORE, State Farm prays the court grant the following relief:

(a) leave of court to deposit with the registry of this court the sum of \$227,000 plus the amount of applicable interest at the time of deposit, less a deduction for reasonable attorneys fees and costs incurred by State Farm in commencing and litigating this interpleader action;

(b) that the defendants be required to interplead and settle between themselves their rights to the money deposited with the court;

(c) upon payment into this court of the amount owed under the contract of insurance and interest due, less any deduction for reasonable attorneys fees and costs allowed by the court, that

State Farm be discharged from all liability of any type or kind under the policy to any of the defendants, their heirs, assigns or any other person or entity claiming entitlement to benefits under the policy; and

(d) that State Farm be awarded such other and further relief as equity may require and the court deems just and proper.

WHELAN MELLEN & NORRIS, LLC

By:s/CHARLES R. NORRIS

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*Attorneys for Plaintiff*

January 11, 2023

Charleston, South Carolina